



CORPUS CHRISTI MUNICIPAL MARINA

400A North Shoreline, Lawrence St T-Head
Corpus Christi, Texas 78401
Office: 361/826-3980 * Fax: 361/826-4459

2018 LIVE-ABOARD DOCKAGE AGREEMENT

Effective Date: _____ **Account#:** _____ **Slip#:** _____ **Permit#:** _____

Boat Owner Name: _____ **Boat Name:** _____

The Corpus Christi Municipal Marina Superintendent has designated a limited amount of slips which may be used for live-aboard purposes. Permission to live-aboard may be granted by the Marina to applicants who have 1) met the requirements for living aboard a vessel at the Marina and 2) have properly completed and executed a current Live-Aboard Dockage Agreement.

1. In consideration of the Marina permitting the persons listed below to live aboard the vessel while the vessel is docked in the Corpus Christi Municipal Marina the Boat Owner agrees to be bound by the terms, conditions, rules and requirements set forth in the Marina Rules and Regulations, including the Live-Aboard Dockage Agreement.
2. Boat Owner agrees to pay the Live-Aboard fee of \$100.00 for up to two persons living aboard. For each additional person living aboard, there will be an additional Live-Aboard fee of \$34.00 per month per person to a maximum of four unless a waiver is granted by the Marina Superintendent.

Name of person(s) living aboard:

1) Name: _____ Contact#: _____

2) Name: _____ Contact#: _____

3) Name: _____ Contact#: _____

4) Name: _____ Contact#: _____

Boat Information:

Boat Name: _____ Make: _____ Year: _____

Boat Type (power or sail): _____ Length: _____ Beam: _____ Draft: _____

Registration#: _____ Registration Expiration Date: _____

Insurance Company: _____ Policy#: _____ Exp Date: _____

Marina Sanitation Device Inspection dated: _____ Exp Date: _____

The following constitutes the City of Corpus Christi Municipal Marina’s definition of a Live-Aboard vessel: A vessel will be considered a live-aboard vessel when anyone has or will be staying on board for more than fifteen (15) nights total within any calendar month. Anyone includes owners, guests, boat sitters, boat caretakers, captains, crew and other authorized users as defined in Section #12-46 of the City Code of Ordinance.

Live-aboard occupants must be the titled owner(s) of the state registered/federally documented vessel on which they will reside.

Live-aboard vessels will be allowed only if they are in a metered for electrical slip and are properly equipped for live-aboard occupancy as per Marina Rules and Regulations, local, state and federal laws, including American Boat & Yacht Counsel (ABYC) guideline for marina sanitation devices and all vessel systems.

Live-aboard vessels are required to carry liability insurance in accordance with Safety & Risk Management Department requirements (currently \$500,000 personal/watercraft liability combined single limit) and **must be insured at all times** for liability and damages.

Only vessels having a documented length of 30 feet or more may be permitted for live-aboard purposes. Residency shall not be authorized on barges or non-powered vessels. No outward evidence will be permitted of persons living aboard (such as clotheslines, excessive storage above deck or on the docks, etc.)

All Live-Aboard Dockage Agreements must be approved, in writing, by the Marina Superintendent or designee.

The vessel owner agrees to pay the City/Marina the live-aboard/dockage fees as due in accordance with the Marina Space Rental Contract.

Delinquency in payment of slip rent, as required, will result in the automatic cancellation of the live-aboard status.

At the discretion of the Marina Superintendent, the owner could be penalized a late fee of \$60.00, and/or including up to termination of this agreement, in the event any of the requirements have expired and have not been submitted within 10 business days.

In the event meter tampering has occurred, there will be a minimum fine of \$200.00 and immediate termination of live-aboard status. Stealing electricity is a serious safety concern for the public, the Marina employees and for all involved agencies. It is illegal and will be reported to local law enforcement agencies for criminal charges and penalties. It can also lead to serious injury or death from electrical shock, fires and explosions.

The vessel must be operational, kept in ship-shape order and seaworthy condition (as defined by the Marina).

The vessel must not be permanently attached to the dock and must leave the Marina waters under its own power at least once each 180-day period. An operation/trip log must be maintained and provided upon request.

Residents must maintain a mailing address separate and apart from their slip at the Marina and may not receive mail at their slip address or Marina office.

Boat owner shall update the occupants list in writing within five days of any change in person(s) or animal(s) living aboard. The vessel may NOT be leased or rented to third parties for the purpose of residency.

All vessels shall be subject to inspection by Marina Staff on arrival and annually thereafter to ensure compliance with Marina Rules. The Marina reserves the right to perform periodic vessel inspections to verify continued compliance with all Marina Rules and Regulations.

Animals shall be leashed at all times when on Marina premises. No animal shall be tied to any part of the docks, including finger piers. Animals shall be physically kept on board Owner's vessel at all times. The Owner of an animal on the Marina premises shall be responsible for cleaning up pet feces.

Live-aboard privileges are not transferrable with the sale of the vessel.

INDEMINIFICATION: Owner agrees to release, indemnify, and "hold harmless", the City, of and from any and all claims for damages, losses, expenses, and costs, of any nature arising by reason of use of the rented slip/space, adjacent docks, pilings, piers, and all other property of the City. Additionally, Owner must indemnify and hold City, its officers, employees, or agents, ("Indemnitees"), harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence, or misconduct on the part of Owner or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the premises leased or used by Owner, ("Premises"), or using any of the services provided by Owner, or which may arise or which may be alleged to have arisen out of or pursuant to this Agreement, or when such injury or damage is the result, proximate or remote, of the violation by Owner, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when such injury or damage may in any other way arise from or out of the construction or use of improvements located on the Premises herein or out of the use or occupancy of the improvements to the Premises or the Premises itself by Owner, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees.

Owner consents and agrees that if City is made a party to any litigation against Owner or in any litigation commenced by any party, including Owner relating to this Agreement, Owner shall defend City upon receipt of reasonable notice regarding commencement of such litigation.

Live-aboard status may be terminated by the boat owner on this agreement by written notice to the Marina Office. Notice of termination must be received in the Marina Office prior to the last day of the calendar month.

The Agreement is made this ____ day of _____ and between the Corpus Christi Municipal Marina and Owner of the above-described vessel (Owner) for the use of dockage space to live-aboard.

Boat Owner Signature: _____

Approved by Marina Superintendent or Designee: _____

Marina Sanitation Device Inspection Requirements

Live-aboards are allowed on vessels moored in metered electricity slips and/or when properly equipped for live-aboard occupancy as per Marina rules and regulations (including but not limited to insurance requirements), local, state and federal laws, including but not limited to the American Boat & Yacht Counsel (ABYC) guideline for marine sanitation devices.

Those requesting approval of their Live-aboard Dockage Agreement are required to provide the Marina Superintendent written documentation from a certified marine surveyor (see list below) verifying that their vessel's marine sanitation device has been inspected/approved – in compliance with ABYC guidelines - for live-aboard purposes.

Inspection of the Marina Sanitation Device is required to be provided to the Marina Superintendent before a Live-aboard Dockage Agreement can be executed. Thereafter, the inspection is required to be provided to the Marina Superintendent annually for as long as a vessel is being lived aboard.

Following are the names and contact numbers for those whom currently perform the required Marina Sanitation Device inspection service:

*Mike Firestone – 361-549-7767

*Clinton Evans – 361/850-3317

*Steven Toedter – 281/928-6797

CORPUS CHRISTI MUNICIPAL MARINA
LIVE-ABOARD BOAT SEWAGE SYSTEM
COMPLIANCE CHECKLIST

Boat's Owner: _____ Slip: _____ Boat Name: _____

H.I.N. : _____ Texas Registration#: _____

Marine Sanitation Device(s) Installed: Quantity: _____

_____ Type I: Chemical Treatment Flow-Thru produces no visible solids overboard.

- ___ Raritan LectraSan ___ SeaLand SanX
- ___ Groco ThermoPure ___ Other: _____

_____ Type II: Biological Treatment Flow-Thru produces almost no visible solids overboard.

- (uses aerobic digesters: yeast & enzymes)
- ___ Humphrey Marine ___ Skimoil The Tank
- ___ Other: _____

_____ Type III: Holding Tank (approximate capacity: _____ gallons) or Incinerator

- ___ Attached to toilet ___ Incinolet
- ___ Independent ___ Other: _____

System Components:

_____ Discharge selector (Y-) valve's position is open to _____ and closed to _____; valves handle is removed or secured into that position by a _____; (in order to change its gate position requires use of a device/tool, other than a hand); quantity : _____

_____ Overboard discharge transfer pump is prevented from discharging sewage overboard by a _____ (in order to change this situation requires use of a device/tool other than hand); quantity : _____.

_____ Overboard discharge seavalue's position by a _____ (in order to change its gate position requires use of a device/tool, other than a hand) ; quantity : _____.

Onboard System:

- T: Toilet
- M: Macerator
- P: Transfer Pump
- Y: Discharge Selector Valve
- HT: Holding Tank
- ODF: Overboard Discharge Fitting
- SV: SeaValve
- TU: Treatment Unit
- VHC: Vacuum Hose Connector

- _____ is ___ not useable as intended;
- _____ appears to be liquid-tight within the boat;
- _____ appears to not be liquid-tight within the boat: number of leaks observed _____; can the leak sewage be accidentally pumped/discharged overboard via an installed bilge pump? _____

The Boat's Sewage System appears to _____ not _____ comply on this date with the Marina's current "no discharge overboard" requirements for such a system in a live-aboard vessel.

Inspected By : _____ Inspection Date : _____

Marine Surveyor

To The Live-Aboard Tenant:

1. You are responsible for maintaining "no discharge overboard" compliance of your boat's sewage system.
2. Report any sewage spill or diesel/gasoline spill into the Marina water immediately to Marina office/staff.
Untreated sewage into the Marina's water is not permitted!
3. You are liable for payment of cleanup costs for any contamination/pollution spillage from your boat into the Marina water. Also, you are risk for Federal, State, and/or Local fine(s) up to \$10,000 per occurrence.

Read and Understood by: _____ Printed: _____ Date: _____
(Signed) Name

INSURANCE REQUIREMENTS

SECTION I. LIVE-ABOARD WATERCRAFT OWNER LIABILITY INSURANCE

- A. Live-Aboard Watercraft Owner must furnish to the Marina Superintendent or designee a copy of Certificate of Insurance, showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City of Corpus Christi must be named as Additional Insured.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30 day written notice of cancellation, material change, non-renewal or termination is required on all certificates	Bodily Injury and Property Damage Per occurrence/ aggregate limit
Personal Liability	\$500,000 COMBINED SINGLE LIMIT
Watercraft Liability	\$500,000 COMBINED SINGLE LIMIT

- B. In the event of accidents of any kind, Watercraft Vendor must furnish the Risk Manager with copies of all reports of any accidents within ten (10) days of the accident.

C. Certificate of Insurance

1. The name of the project must be listed under "Description of Operations".
2. At a minimum, a 30-day written notice of cancellation, material change, non-renewal, or termination is required.
3. City of Corpus Christi, P.O. Box 9277, Corpus Christi, TX 78469 must be named as Additional Insured.

NOTE: The limits and types of coverage are subject to adjustment if, upon review of permit application, it is determined that the activity under this permit requires increased levels and types of insurance coverage.